Ordinance No. 42/2021

Rector of Lodz University of Technology

3 August 2021

on the agreement template on the terms of payment for educational services in full-time and part-time first and second cycle studies at Lodz University of Technology, concerning persons who are not Polish citizens, not listed in art. 324 (2) of the Act of 20 July 2018 - Law on Higher Education and Science and those pursuing studies on a paid basis

Pursuant to Article 23(1) and (2)(2) of the Act of 20 July 20 2018 - Law on Higher Education and Science (i.e. Journal of Laws of 2021, item 478, as amended d), §7 (3) of the Study Rules at Lodz University of Technology - Resolution No. 6/2019 of the Senate of Lodz University of Technology of 24 April 2019 and Resolution No. 20/2021 of the Senate of Lodz University of Technology of 26 May 2021 Rules for charging fees for educational services and other services provided by Lodz University of Technology from persons who are not Polish citizens, not listed in art. 324 (2) of the Act of 20 July 2018 - Law on Higher Education and Science, studying at first and second cycles of degree programmes as well as postgraduate studies and other forms of education, and determining the conditions and procedure for exemption from these fees, I order the following:

§ 1

A template of the agreement is set out on the terms of payment for educational services for full-time and part-time first and second cycle studies at Lodz University of Technology, concerning persons who are not Polish citizens, not listed in art. 324(2) of the Act of 20 July 2018 - Law on Higher Education and Science and those pursuing studies on a fee-paying basis, constituting an appendix to this Ordinance.

§ 2

The Ordinance No. 57/2019 of the Rector of Lodz University of Technology of 1 October 2019 defining the template agreement on the conditions of payment for educational services during full-time and part-time studies, concluded between Lodz University of Technology and a foreign national taking up and pursuing studies under the rules other than those applicable to Polish citizens, expires.

§ 3

The Ordinance comes into force on 1 October 2021 and applies to agreements concluded from the academic year 2021/2022.

Appendix

to Ordinance No. 42/2021 of the Rector of Lodz University of Technology of 3 August 2021

on specifying template agreements on the terms of payment for educational services
provided at full-time and part-time first and second cycle studies
at Lodz University of Technology, concerning Polish citizens

and foreign nationals listed in art. 324 (2)
the Act of 20 July 2018 - Law on Higher Education and Science

**Agreement No. ... / W ... / 20 ..**

**on the terms of payment for educational services provided at full-time and part-time first and second cycle studies at Lodz University of Technology, concerning persons who are not Polish citizens, not listed in art. 324 (2) of the Act of 20 July 2018 - Law on Higher Education and Science and pursuing studies on a fee-paying basis**

concluded in Łódź on ............................ between:

Ms / Mr .....................................................................................................................................................,

holder of an identity document

................................................................................................................................................................... ,

PESEL (if issued) .......................................................................................................................................,

providing the address for correspondence

................................................................................................................................................................... ,

student register number .......................................................................................,

hereinafter referred to as the Student, and

Lodz University of Technology with headquarters in Łódź, at ul. Żeromskiego 116, 90-924 Łódź

Faculty ........................................................................................................................................................

hereinafter referred to as the University, represented by:

..........................................................................................................................................................................................................................................................................................................................................

authorized to make declarations of intent on behalf of the University on the basis of the Rector's authorisation.

§ 1

The subject of the agreement is to define the terms of payment for the provided educational services related to education in full-time/part-time first/second[[1]](#footnote-1) cycle studies in the field of ... ....................................., pursued at the Faculty ........................................................................................ of Lodz University of Technology, undertaken by foreign nationals pursuant to art. 323(1) of the Act of 20 July 2018 - Law on Higher Education and Science (i.e. Journal of Laws of 2021, item 478, as amended) Rules for charging fees for educational services and other services provided at Lodz University of Technology from persons who are not Polish citizens, not listed in art. 324 (2) of the Act of 20 July 2018 - Law on Higher Education and Science, studying at first and second cycles of studies as well as postgraduate studies and other forms of education, and determining the conditions and procedure for exemption from these fees.

§ 2

The University declares that it meets the requirements set out in the Act and the regulations issued on its basis, specifying, inter alia, requirements for study programs, staffing and other necessary conditions, including premises and those related to the necessary material equipment to conduct education at the studies listed in § 1 of this Agreement, and undertakes to meet them by the end of the Student’s planned period of study, taking into account the extension of this period, in accordance with the Study Rules at Lodz University of Technology.

§ 3

1. The University declares that:

1) The conditions of studies are specified in the Study Rules at Lodz University of Technology in accordance with the requirements of Art. 75 of the Act, and the detailed conditions of studying in the next academic year/semester[[2]](#footnote-2) containing: a list of courses with the number of hours of lectures, classes, laboratories and internships, will be made available to the Student via the website http://webdziekanat.p.lodz.pl, before the beginning of each academic year/semester[[3]](#footnote-3) where the timetable provided for in the study program, will be published no later than 3 working days before the beginning of the semester.

2) Studies undertaken by the Student end with the award of professional title ............................... which the University is authorised to award and undertakes to maintain this right until the end of the period indicated in § 2.

2. The student declares to have read the Statute of Lodz University of Technology, the Study Rules at Lodz University of Technology, Resolution No. 20/2021 of the Senate of Lodz University of Technology of 26 May 2021 Rules for charging fees for educational services and other services provided by Lodz University of Technology from persons who are not Polish citizens, not listed in art. 324 (2) of the Act of 20 July 2018 - Law on Higher Education and Science, studying at first and second cycle degree programmes as well as postgraduate studies and other forms of education, and establishing the conditions and procedure for exemption from these fees and the Announcement of the Vice-Rector for Student Affairs on fees for educational services and other services provided in full-time and part-time first and second-cycle studies as well as post-graduate studies and other forms of education at Lodz University of Technology, charged from persons who are not Polish citizens, not listed in art. 324 (2 )of the Act of July 20, 2018 - Law on Higher Education and Science, starting the education cycle in the academic year …………………… .., the content of which is available at http://webdziekanat.p.lodz.pl and undertakes to comply with them.

§ 4

The University undertakes that in the event of the launching of the liquidation process, the University authorities will take active measures to create the possibility for the Student to complete their studies on the same terms as provided for in this Agreement.

§ 5

The student undertakes to:

1) notify the University in writing about a change in personal data contained in this Agreement; the consequences of failure to perform this obligation will be borne by the Student;

2) immediately inform the University of registered address in Poland and the address for delivery of correspondence;

3) each time, in writing, notify the University of the appointment of an attorney to conduct its affairs, domiciled in Poland, and of the fact of appointment of a service attorney residing in Poland;

4) indicate, in the event of staying outside the territory of Poland for a period longer than 60 days, a representative for service residing in Poland. If the representative for service is not indicated, the letters intended for this student are left in the case files with the effect of delivery. The university will advise about it at the first delivery; The student will also be instructed about the possibility of submitting a response to the letter initiating the proceedings and explanations in writing, and about who may be appointed a representative;

5) use functions, documents and information provided by the WebDziekanat student service portal; the information, documents and procedures provided by this portal are binding for the Student; the WebDziekanat portal is available at the following Internet address: http://webdziekanat.p.lodz.pl;

6) use the university Electronic Mail System (SPE), in accordance with the Regulation No. 15/2010 of the Rector of Lodz University of Technology of 22 October 2010 on the rules for the organization and use of e-mail, the content of which is available at [http: //webdziekanat.p. lodz.pl](http://webdziekanat.p.lodz.pl); the SPE system is the basic and obligatory means of communication between the student and the University administration in matters related to the course of study; information provided by the University administration to the Student through this system is binding for the Student;

7) verify, within the time limits specified by the Rector of Lodz University of Technology, the final results in the courses for a given semester registered in the University IT system;

8) verify the status of individual financial liabilities registered in the University IT system;

9) have an insurance policy in case of illness and consequences of accidents during the entire period of education at Lodz University of Technology, or to present a valid European Health Insurance Card or to join the National Health Fund insurance immediately after starting education.

§ 6

1. The student undertakes to pay fees for the provided educational services as well as administrative and other fees related to the service of the course of study if this is required by applicable law, in particular fees for:

1) education according to the applicable study program and study plan;

2) repeating certain classes due to unsatisfactory academic performance;

3) participation in classes not included in the study program;

4) issuing a student ID and its duplicate;

5) issuing a duplicate of the graduation diploma and the diploma supplement;

6) issuing an additional copy of the diploma of completion of studies or a copy of the diploma supplement in a foreign language, referred to in art. 77 (2) of the Act.

2. The fees referred to in paragraph 1 are established by the Rector of Lodz University of Technology for the education cycle. The amounts of fees for the education cycle starting from the academic year ……………………………… are included in Appendix 1 to this Agreement.

3. The amount of the fee, specified in 1(1) for studies started in the academic year 20 .... / 20 .... totals .................................... PLN (say: ……………… ............................... PLN) for one semester of study.

4. A student with conditional registration for a given semester and who repeats certain classes performed in a given semester pays in that semester, in addition to the semester fee, an additional fee for each ECTS credit assigned to the repeated classes, which results from the formula:

*Fee for 1 ECTS credit = (1/total ECTS credits in a semester according to the program) x fee for a semester*

*" Fee for a semester"* means the amount of the semester fee applicable to a given field of study as determined by the Rector in accordance with § 6(3).

5. A student who repeats a semester or a year of study pays only a fee for repeating classes in a given semester in the amount resulting from the product of the number of ECTS credits assigned to the repeated classes and the fee for an ECTS credit calculated according to the formula specified in 4, subject to 2.

6. A student who did not submit the diploma thesis within the prescribed period, repeats the last semester of studies and who has been granted permission to extend the deadline for submitting the diploma thesis, pays a fee for repeating the classes necessary to prepare the diploma thesis. This fee is independent of the fee charged for repeating other classes. The amount of this fee depends on the number of ECTS credits assigned in the study program to the course "diploma thesis" or an equivalent course leading to the submission of the diploma thesis, the fee for 1 ECTS credit calculated according to the formula specified in 4 and expressed in% of the progress of the thesis specified by the thesis supervisor and is individually determined for each student before the beginning of the repeated semester by the vice dean for student affairs according to the following formula:

*The fee = Number of ECTS credits assigned to the thesis x fee for 1 ECTS credit x (100% -% of thesis progress)*

*" Fee for 1 ECTS credit" is determined in accordance with the formula specified in 4.*

7. For the completion of classes not covered by the study program, the student pays a fee in the amount resulting from the product of the number of ECTS credits assigned to the course and the fee for 1 ECTS credit, calculated in accordance with the formula specified in 4.

8. A student benefiting from the leave does not pay fees for the leave period, subject to § 28 (9) of the Study Rules at TUL.

9. Until the completion of studies by persons admitted to studies for a given academic year, the university may not increase the amount of fees established for them or introduce new fees. This does not apply to increasing the amount of fees for conducting classes not covered by the study program. In the event of a change in the fees referred to in the preceding sentence, the University, within 14 days before the beginning of the next academic year, will inform the Student about the publication of the currently applicable amount of fees on the website http://webdziekanat.p.lodz.pl and deliver it to the Student via e-mail - to the individual address of the Student by means of the University Electronic Mail System, a template of an annex to the agreement changing the amount of the fees in question and information about the designated date and place of signing the annex to the agreement.

§ 7

1. The fees specified in §6 are expressed, paid and settled in PLN. In the case of payments and settlements in other currencies, the conversion into PLN is made according to the currency exchange rate, i.e. the purchase rate of the bank whose services are used by Lodz University of Technology, on the date of actual receipt of funds.

2. The student pays the fees specified in §6 to the individual bank account generated by the computer system, available at http://webdziekanat.p.lodz.pl - after logging into the student’s individual account. The fees paid to the bank account are settled according to the hierarchy of fees specified in Appendix 2 to this Agreement.

3. The fees are paid by the Student on the following dates:

1) fees referred to in § 6(1) (1) - are paid for each semester of study, respectively, by the last day preceding the relevant semester of study, whereas the fee for the first semester of an undertaken course of study shall be paid no later than five days before the beginning of the academic year;

2) fees referred to in § 6(1) (2) - within 30 days from the date communicated to the Student via the WebDziekanat, which is the same as the date of entering the amount due into the University IT system;

3) fees referred to in § 6(1) (3) - once, within 14 days from the date of delivery of the letter informing about the determination of the amount of fees. The Rector, upon a written request of the Student, with the opinion of the head of an independent organizational unit providing education, may extend the deadline for paying the fee or agree to pay the fee in instalments;

4) fees referred to in § 6 (1) (4, 5 and 6)- once, in the amount specified in separate regulations, before issuing the documents to which the fee applies.

4. The fee shall be paid within the time limits specified in 3 of this section, without the additional request for payment directed to the Student. The date of payment of the fee is the day the funds are credited to the indicated bank account of the University.

5. Completion of a part of the course of study at another university in the country or abroad as part of international student exchange programs does not release the Student from the obligation to pay the tuition fees on time.

6. Statutory interest shall be charged on the fees specified in §6 and paid after the deadline.

7. Tuition fees referred to in § 6(1)(1) shall not be refunded, except in cases where:

1) The student or the University terminated the agreement before commencing education;

2) The student resigned from education during the period of classes in the semester;

3) During the semester, the student was granted a short-term health, educational or special leave;

4) The student was removed from the list of students during the period of classes in the semester.

In such cases, the part of the fee corresponding to the period of non-study is refundable. The period of not studying is counted accordingly from: the day the Student submits to the head of an independent organizational unit providing education a written declaration of resignation from studies or a written application for a leave; the date of removal from the list of students. The fee is refunded to the bank account number provided in the Student's written application in the currency in which the fee was paid, without bank interest, in the amount resulting from the exchange rate, i.e. the purchase rate of the bank used by Lodz University of Technology, on the first day of the established period of non-study.

§ 8

Failure to pay the due fee on time shall be the basis for removal from the list of students after the Student has been called upon to pay the outstanding financial arrears to the University.

§ 9

1. This Agreement is concluded for the entire duration of the studies specified in the study program.

2. In the event of extending the study period in the cases specified in the Study Rules at Lodz University of Technology, the term of the Agreement will be extended accordingly.

3. The Agreement expires upon the completion of the studies by the Student or the removal from the list of students by virtue of the final decision.

§ 10

1. Each of the Parties may terminate the Agreement at any time:

1) The university, in case

a) the University loses the right to conduct a field of study at a specific level of study,

b) the Student fails to comply with the obligations under the Agreement.

2) Student, in case:

a) of submitting a written resignation from studies,

b) the University fails to meet its obligations under the Agreement,

c) the University loses the right to conduct a field of study at a specific level of study,

2. The termination of the Agreement should be made in writing, otherwise null and void.

3. Termination by the Student is tantamount to resignation from studies.

§ 11

1. Any amendment to the provisions of the Agreement shall be made in writing, otherwise null and void, except for the change of the name of the organizational unit of the university providing education and for changing the address of the parties, which do not constitute an amendment to the Agreement.

2. In matters not covered by this Agreement, the relevant provisions of the Act, implementing provisions to the Act, the Statute of Lodz University of Technology, the Study Rules at Lodz University of Technology and internal regulations introduced on their basis issued by authorized bodies of the University, and in the scope not regulated by them, the provisions of the Polish Civil Code shall apply.

3. Any disputes arising from this Agreement shall be settled by the Parties by the court having jurisdiction over the seat of the University.

4. The Agreement has been drawn up in 2 counterparts, 1 copy for each of the Parties.

5. The Agreement has been drawn up in Polish with an attached translation into English. The basis for the interpretation of the Agreement is the version in Polish.

...………………………………………….… ……………………………………………

……………………………………………… ……………………………………………

(signature and stamp of the University representative) (legible signature of the Student)

1. Option to choose from. [↑](#footnote-ref-1)
2. Option to choose from [↑](#footnote-ref-2)
3. Option to choose from [↑](#footnote-ref-3)